# City of Riverdale Request for Quotation For Professional Auditing Services



# City of Riverdale

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### I. <u>Introduction</u>

### A. <u>Purpose:</u>

The City of Riverdale Finance Department ("Department") requests qualified independent certified public accountants (hereinafter called the "Applicant") to submit proposals to enter into a contract to perform financial audits for a period of three (3) consecutive years beginning with fiscal year ending June 30, 2013 and ending with the fiscal year ending June 30, 2015.

Renewals: Optional renewal for up to two year term, thereafter, if mutually greed.

Sealed proposals will be received until 4:30 p.m. on April 1, 2013.

### B. Background:

The City of Riverdale serves an area of 4.4 square miles with a population of 15,000. The City of Riverdale's fiscal year begins on July 1 and ends on June 30. The City of Riverdale provides the following services to its citizens:

- Police
- Fire
- E-911
- Economic Development
- Culture/Leisure Events
- Beautification/Litter Control
- Code Enforcement

The City of Riverdale has an annual total payroll of approximately \$6 million covering 157 employees. The City of Riverdale is organized into 11 departments and agencies. The accounting and financial reporting functions of the City of Riverdale are centralized. More detailed information on the government and its finances can be found in the *Annual Budget and the Comprehensive Annual Financial Report (CAFR)* which is posted on the website @www.riverdalega.gov.

### 1. Funds

The City of Riverdale uses the following fund types and account groups in its financial reporting:

Fund Types General Fund Special Revenue Funds Debt Service Funds Enterprise Funds Capital Projects Fund Permanent Funds Internal Service Fund

### 2. Budgetary Basis of Accounting

The City of Riverdale prepares its budgets on a basis consistent with generally accepted accounting principles.

### 3. Federal and State Awards

During the fiscal year to be audited, the City of Riverdale received the following Grants:

Transportation Enhancement Grant COPS Hiring Recovery Program Grant Edward Byrne Memorial Justice Assistance Grant

### 4. Pension Plans

The City of Riverdale does not participate in a pension plan. It has a Simple-Employer Defined Contribution Plan.

### Single-Employer Defined Contribution

Actuarial services for these plans are provided by International City Manager Association.

The finance department is headed by a Finance Director, and consists of 4 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

<u>Function</u>	Number of Employees
Finance Supervisor	1
Account Payables Clerk	1
Accounting Receivable Clerk	1

### II. Scope of Work

### A. Scope of Work to be Performed

The City of Riverdale desires the auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The City of Riverdale also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "inrelation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

### B. Auditing Standards to Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with: generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*; (OMB) Circular A-133, *Audits of State and Local Governments*; applicable pronouncements of Governmental Accounting Standards Board (GASB) and pronouncements of the Financial Accounting Standards Board (FASB)

### C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

- 1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. Auditor should not that the City utilizes Tailored Business Solutions (TBS), Energov, CourtWare, and RecPro to capture financial transactions.
- 2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
  - a. In the required report[s] on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:
    - 1. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report[s] on compliance and internal controls.
    - b. The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.
    - c. The financial statements of the City of Riverdale are included as a component unit of the financial statements of the State of Georgia. It is anticipated that the auditor will not be required to provide special assistance to the State of Georgia's auditors.
  - d. The City of Riverdale will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to prepare the CAFR for the City of Riverdale to meet the requirements of that program.

- e. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
- f. The City of Riverdale is required to file an Annual Report of 9-1-1 Collection and Expenditures Report. It is anticipated that the auditor will be required to prepare/and/or assist with the preparation of this report with the State of Georgia.
- 3. **E-911 Annual Report** In connection with the audit of the financial statements, the Auditor shall also prepare, complete and file the City's Annual E-911 Annual Report.
- 4. **Submission of reports** -The firm shall provide the City with one electronic and 7 copies of the CAFR, and 1 electronic and 1 hard copy of the E911 Audit, no later than December 15, 2013 and December 15<sup>th</sup> for subsequent years.
- 5. **Irregularities and Illegal Acts** Auditors shall be required to make an immediate, written report of all irregularities and illegal acts, or indications of illegal acts of which they become aware to a) The City Manager b)Mayor c) Director of Finance.
- 6. **Draft Reports** The Auditor shall have drafts of the FY2013 audit reports and recommendations to management available for review by City Manager & Finance Director by December 1st, 2013 and December 1st for subsequent audits.
- 7. **Report Preparation** Report preparation, editing and printing shall be the responsibility of the Auditor.
- 8. **Confidentiality** The auditor shall agree to keep the information related to all funds audited, related contracts, and all information obtained in the course of the audit, in strict confidence.
- 9. **Use of Report** Other than reports submitted to the City and for peer review, the auditor agrees not to publish, reproduce, or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so, taking reasonable measures as are necessary to restrict information access to those employees on its staff who must have information on a need-to-know basis.

- 10. **Record Retention** The auditor shall retain audit reports and related working papers for a minimum of ten (10) years. Audit documents shall be made available to The City upon request by authorized representatives of The City or its designee.
- 11. **Management Letter** The Auditor should submit a management letter including management's response with each audit. The letter should offer suggestions for improvement in financial management and internal controls.

### **ASSISTANCE TO BE PROVIDED TO THE AUDITOR:**

- A. Books of Account: The Fund represents that the books of account will be fully balanced, all ledgers reconciled, and all bank accounts for all months reconciled.
- B. Schedules: The staff will prepare the following information on forms acceptable to the Auditor.
  - 1. A final trial balance of each fund.
  - 2. A copy of the final budget presented to the board for the audit period, the original budget for the audit period, and all amendments to the budget;
  - 3. A schedule of insurance in force during the year and of insurance expenses for the year;
  - 4. A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date;
  - 5. A schedule of all capital outlays during the period;
  - 6. A schedule of all capital asset dispositions during the period;
  - 7. A schedule of accounts payable at statement date;
  - 8. Such reasonable additional schedules as may be requested for financial audits.
- C. Other Assistance: The staff of The City and responsible management personnel will be available during the audit to assist the firm by providing information and explanation.

### III. SUBMISSION REQUIREMENTS

### A. Pre-Proposal Conference

A pre-proposal conference for all Bidders interested in submitting a proposal will be held at 10:00 am on March 15, 2013 at 6690 Church Street, City Hall Annexation, Riverdale, GA to answer questions about the RFQ. Bidders are encouraged but not required to attend this meeting. After the pre-proposal conference, any inquiries concerning the RFQ should be addressed in writing to Lolita Grant, Finance Director, auditing. RFP@riverdalega.gov. All interested Bidders will be provided with a copy of the minutes of the pre-proposal conference and the Department's written response to any written questions submitted by Bidders.

### **B.** Submission of Proposals

The following material is required to be received by April 1, 2013 4:30 p.m. for a proposing firm to be considered:

1. A master copy (so marked) of a Technical Proposal and 6 copies to include the following:

### a. <u>Title Page</u>

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.

### b. Table of Contents

### c. <u>Transmittal Letter</u>

A signed letter of transmittal briefly states the Bidder's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Bidder believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer.

### d. Detailed Proposal

The detailed proposal should follow the order set forth in Section C of this request for proposals.

e. Executed copies of <u>Bidder Guarantees</u> and <u>Bidder Warranties</u>, attached to this request for proposal (<u>Appendix D and Appendix E</u>).

2. The Bidder shall submit an original and six copies of a dollar cost bid in a separate sealed envelope marked as follows:

SEALED DOLLAR COST BID
PROPOSAL
FOR
City of Riverdale
FOR
PROFESSIONAL AUDITING SERVICES
April 1, 2013

3. Bidders should send the completed proposal consisting of the two separate envelopes to the following address:

Stephanie Thompson, City Clerk Auditor RFQ City of Riverdale 7200 Church Street Riverdale, GA 30274

### C. Content of Technical Proposal

### 1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of Bidders seeking to undertake an independent audit of the City of Riverdale in conformity with the requirements of this RFQ. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Bidder and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

# THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the RFQ (excluding any cost information which should only be included in the sealed dollar cost bid). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of the RFQ. While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included. They represent the criteria against which the RFQ response will be evaluated.

### 2. Independence

The Bidder should provide an affirmative statement that is independent of the City of Riverdale as defined by generally accepted auditing standards/the U.S. General Accounting Office's *Government Auditing Standards* (1994).

The Bidder should also list and describe the Bidder's (or proposed subcontractors') professional relationships involving the State of Georgia or any of its agencies/ agencies or component units/ agencies, component units or primary government for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the Bidder shall give the City of Riverdale written notice of any professional relationships entered into during the period of this agreement.

### 3. License to Practice in the State of Georgia

An affirmative statement should be included that the Bidder and all assigned key professional staff are properly registered and licensed to practice in the State of Georgia.

### 4. Bidder Qualifications and Experience

The Bidder should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

If the Bidder is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted, if applicable.

The Bidder is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The Bidder shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Bidder shall provide information on the circumstances and status of any disciplinary action taken or pending against

the firm during the past three (3) years with state regulatory bodies or professional organizations.

### 5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in the State of Georgia. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Riverdale. However, in either case, the City of Riverdale retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Riverdale, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Bidder provided that replacements have substantially the same or better qualifications or experience.

### 6. Prior Engagements with the City of Riverdale

List separately all engagements performed within the last ten years for the City of Riverdale. List the type of scope of service, date of engagement, engagement partner, telephone name and telephone of principal client contact, location of firm's office and firm's name if different.

### 7. Similar Engagements with Other Government Entities

List the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this RFQ. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

### 8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as City of Riverdale's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Bidders will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.

### NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

- c. Sample size and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of EDP software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the City of Riverdale's internal control structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- i. Approach assisting with preparing the CAFR
- j. The vendor and City shall jointly develop an Audit Schedule no later than July 15, 2013 to ensure that the audit is completed by December 15, 2013. Similar schedules shall be developed by July 15th for each subsequent year in which the optional to renew the contract is executed.

The Audit Schedule shall include information on the following completion dates:

- 1. Interim Work
- 2. Detailed Audit Plan
- 3. Fieldwork
- 4. Draft Reports
- 5. Entrance Conferences, Progress Reporting and Exit Conferences

### 9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Riverdale.

### 10. Report Format

The proposal should include sample formats for required Comprehensive Annual Finance Reports and E911 reports.

NO DOLLAR AMOUNT SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL

### D. Sealed Dollar Cost Bid

### 1. Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Riverdale will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information (Appendix B)

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City of Riverdale.
- c. A Total All-Inclusive Maximum Price for the 2013, 2014 2015 engagements.

# 2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix C), which supports the total all-inclusive maximum price. The cost of special services described in Section I E of this request for proposal should be disclosed as separate components of the total all-inclusive maximum price.

# 3. Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates.

### 4. Rates for Additional Professional Services

If it should become necessary for the City of Riverdale to request the auditor to render any additional services to either supplement the services requested in this RFQ or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Riverdale and the firm. Any such additional work agreed to between City of Riverdale and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

### E. <u>Due Date</u>

Each Submission Packet shall be bound and shall not exceed thirty (30) pages, on 8 ½ -inch by 11-inch printed on both sides, no larger than a 12 point font. The thirty (30) page requirement does not include the front or back cover of the document.

Six (6) copies of the RFQ submission packets should be delivered by no later than <u>4:30pm</u> on April 1, 2013 and submitted to the following address; packets submitted after this date and time will not be honored.

Stephanie Thompson, City Clerk City of Riverdale Financial Audit REQ 7200 Church Street Riverdale, GA 30274

### **Please Note:**

- All submittals and documentation received by the City of Riverdale shall become the property of the City of Riverdale and will not be returned.
- The City of Riverdale reserves the right to reject any and all submittals received in response to this RFQ. The City is under no obligation to award and/or enter into a contract for these services and the Bidder selection schedule may be revised at the Department's discretion.
- All costs associated with the preparation and submission of the RFQ submission packet shall be borne solely at the expense of the Bidder. The City of Riverdale shall not, under any circumstances, be responsible for any costs or expense incurred by the Bidder.
- The RFQ submissions and the interview selection processes shall in no way be deemed to create a binding contract of agreement of any kind between the City of Riverdale and the Bidder or selected company.
- The City of Riverdale reserves the right in its sole discretion to waive informalities in a proposal, but is not required to do so.

### IV. EVALUATION

### A. <u>Evaluation Committee</u>

The decision for selecting a Bidder shall be made by the Department's "Evaluation Committee." Each member of the "Evaluation Committee" will read, review, evaluate and score each submitted RFQ packet.

During the evaluation process, the Audit Committee and the City of Riverdale reserve the right, where it may serve the City of Riverdale's best interest, to request additional information or clarifications from Bidders, or to allow corrections of errors or omissions. At the discretion of the City of Riverdale or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

### **B.** Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Bidders meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

### 1. Mandatory Elements

a. The Bidder is independent and licensed to practice in the State of

Georgia.

- b. The Bidder has no conflict of interest with regard to any other work performed by the Bidder for the City of Riverdale
- c. The Bidder adheres to the instructions in this RFQ on preparing and submitting the proposal
- d. The Bidder submits a copy of its last external quality control review report and the Bidder has a record of quality audit work.

### 2. Technical Quality:

- a. Expertise and Experience
  - (1) The firm's past experience and performance on comparable government engagements
  - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

### 3. Price

### C. Oral Presentations

During the evaluation process, the Evaluation Committee may, at its discretion, request any one or all Bidders to make oral presentations. Such presentations will provide Bidders with an opportunity to answer any questions the Evaluation Committee may have on a Bidder's proposal. Not all Bidders may be asked to make such oral presentations.

### **D.** Final Selection

The Department will recommend a Bidder based upon the assessment of the Evaluation Committee. THE MAYOR AND CITY COUNCIL MAKE THE FINAL DECISION ABOUT WHETHER TO AWARD A CONTRACT AND IF SO, TO WHAT BIDDER.

It is anticipated that the evaluation process will be complete by April 30, 2013.

### E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the Bidder of the conditions contained in this RFQ. The City of Riverdale reserves the right without prejudice to reject any or all proposals.

### V. PRICING

All prices, costs, and conditions outlined in the RFQ submission shall remain fixed and valid for acceptance for sixty (90) calendar days starting on the due date of the bid.

The price quoted shall include all labor, materials, equipment, and other costs necessary to fully complete the services in accordance with specifications of this RFQ.

### VI. MANDATORY CONTRACT TERMS

The successful Bidder will be required to enter into a contract with the City of Riverdale ("Contract"). Mandatory terms of this Contract include but are not limited to:

- A. The Bidder shall be responsible for all losses, damages or injuries that occur as a result of his fault or negligence, as well as those losses, damages or injuries resulting from acts of its employees.
- B. Indemnification: Bidder shall indemnify and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, demands, actions, suits and any type of proceeding by others, and against all liability to others, arising from any and all allegations of negligence or willful misconduct of Bidder, its officers, agents, servants and employees, related in any way to the performance of the Contract, including, but not limited to, any liability for damages by reason of or arising out of any failure of Bidder to secure proper licenses, bonds, insurance coverage for Bidder and the City or the like, and against any loss, cost, expense, and damages resulting there from. Bidder expressly agrees that this duty of indemnification includes providing a complete defense to the City and paying the City's reasonable attorney's fees and expenses. Nothing contained herein shall be deemed to constitute a waiver by the City of its governmental immunity.
- C. **Breach by Bidder**: In the event there should occur any breach of the Contract or default in the performance of any of the conditions contained therein by Bidder that has not been remedied within 30 days after receipt of written notice from the City specifying such breach or default, the City may, if such breach or default is continuing: (i) terminate the Contract upon written notice to the Bidder; (ii) cure the breach or default at the expense of the Bidder; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including but not limited to, the right for all damage or loss suffered as a result of a termination. In the event the City waives default by the Bidder, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

### D. Insurance Requirements:

Bidder shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, Automobile and Property Damage Insurance. All insurance shall be by insurers, or a self-insurance plan, acceptable to the City and before commencement of work hereunder. Bidder agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

The certificates shall also name the City as an additional insured. For the purpose of the Contract, Bidder shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Commercial General Liability	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$500,000 per person
	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

The Bidder shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents. Failure to keep in full force and effect the insurance policies set forth above constitutes a material breach of the Contract by the Bidder. If any of the above coverage expire during the term of this contract, the "Successful Bidder" shall deliver renewal certificates and/or policies to The City of Riverdale at least ten-days prior to the expiration date.

The Bidder shall require *Certificates of Insurance* from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the Bidder. These certificates shall evidence waivers of subrogation in favor of the Bidder and the City, and shall be made available to the City upon request.

The Bidder's selected insurers must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore; all bid, performance aid payment bonds must be a U.S. Treasury Circular 570 listed company. If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Bidder who shall promptly obtain a new policy or bond issued by an insurer acceptable to the city, and shall submit evidence of the same to the City as required herein.

E. The City of Riverdale may terminate the Contract at any time at its sole discretion by delivering a thirty (30) day written notice to the Bidder.

### VII. Anti-Discrimination:

By submitting their proposals, all bidders certify to the City of Riverdale that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

- 1. During the performance of this contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

### **VII** <u>Debarment Status:</u>

By submitting their proposal, all bidders certify that they are not currently debarred from submitting proposals on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting proposals to the State of Georgia or the City of Riverdale.

### IX. Applicable Law and Courts:

Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of Clayton, county Georgia. The contractor shall comply with applicable federal, state and local laws and regulations.

### X. Ethics in Public Contracting:

By submitting their proposals, all bidders certify that: (1) their proposals are made without collusion or fraud; (2) they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal; and (3) they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

# Certification

(Appendix A)

Company:		
Address		
Telephone		
The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the City of Riverdale in this RFQ, and declare that the price listed above represents the cost to provide the services detailed within this document in accordance with the Terms and Conditions contained within this document.		
X		
Signature - Name of Owner/officer	Date	

# **DOLLAR COST BID**

(Appendix B)

Company: Address: Telephone:		
reiephone.		
Total All-Inclusive Maximum Price for FY 2013	\$	
Total All-Inclusive Maximum Price for FY 2014	\$	
Total All-Inclusive Maximum Price for FY 2015	\$	
Name	Title	Date

# DOLLAR COST BID (2)

(Appendix C)

### Audit

Staff	Hourly Rate	Hours	Total
Total Cost			\$

# Single Audit

Staff	Hourly Rate	Hours	Total
Total Cost			\$